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OVER SHEET
LY
Atty Dkt No: P1837R1

Assist

102490680

and original documents or copy thereof.

1. Name of conveying party(ies):

Luc Desnoyer
Ellen H. Filvaroff
Diane Pennica

4.14.03

2. Name and address of receiving party(ies):

Name: GENENTECH, INC.

Internal Address:

Street Address: 1 DNA Way

City: South San Francisco State: California

ZIP: 94080-4990

Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: 07 April 2003

4. Application number(s) or patent number(s):

10399093

If this document is being filed together with a new application, the execution date of the application is: 07 April 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Diane L. Marschang
GENENTECH, INC.
1 DNA Way
South San Francisco, CA 94080

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

07-0630

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Diane L. Marschang
Name of Person Signing
Registration No. 35,600

Diane L. Marschang
Signature

April 14, 2003
Date

Total number of pages comprising cover sheet, attachments and document: 3

A S S I G N M E N T

WHEREAS, Luc DESNOYER, a citizen of CA, residing at 2050 Stockton Street, San Francisco, CA 94133, and Ellen H. FILVAROFF, a citizen of US, residing at 538 18th Avenue, San Francisco, CA 94121, and Diane Pennica, a citizen of US, residing at 2417 Hale Drive, Burlingame, CA 94010 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

METHODS OF TREATMENT USING WISP POLYPEPTIDES

for which an application Serial No. (Docket No. P1837R1), a 35 U.S.C. 371 of PCT/US01/32142 of 12 October 2001 for Letters Patent being filed herewith; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.


The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: 4-7-2003



Luc DESNOYER

South San Francisco

Dated: 4-7-03



Ellen H. FILVAROFF

South San Francisco

Dated: 4-7-03



Diane PENNICA